



Washington University in St. Louis

Fossett Laboratory for Virtual Planetary Exploration

FOSSETT LAB FIELD EQUIPMENT AND SERVICES REQUEST FORM- FY'24

The Fossett Laboratory for Virtual Planetary Exploration (“Fossett Lab”) at Washington University (“University” or “WU”) loans field equipment (“Equipment”) and provides certain services to certain users (“Users”) within the Washington University community for research and teaching purposes. Use of Equipment and Services is subject to scheduling and availability and is at the sole discretion of the Fossett Lab Representatives.

Principal Investigators must sign this Request Form and are responsible for all listed Users.

Fossett Lab Representatives

Phil Skemer, Director of the Fossett Lab and Professor of Earth and Planetary Sciences (pskemer@wustl.edu)
Bill Winston, Geospatial Technology Specialist (billwinston@wustl.edu)

Approved Users:

WU Principal Investigator (“Borrower”)

Signature: _____

Name (print): _____

Date: _____

FAA License # _____

Email: _____

Department: _____

WU Financial Administrator of Project

Name: _____

Email: _____

Additional Registered Users from WU

Name:

FAA License #

Project Description (attach separate page if necessary):

Requested Equipment to be Borrowed and/or Services to be Provided:

Loan Period:



Fossett Laboratory for Virtual Planetary Exploration

Terms and Conditions Governing Loan of Equipment

A. Operation and Use of Equipment

The Borrower shall be responsible for the proper operation, use and deployment of the Equipment. Only the PI and approved Users listed above shall physically operate borrowed Equipment. Approved Users must use the Equipment in a careful and lawful manner and in accordance with any manufacturer's or Fossett Lab guidelines. Users may use the Equipment for academic research only, and not for any commercial or personal use or application.

- i. User shall not make any alterations, additions or improvements to the Equipment without the prior written consent of one of the Fossett Lab Representatives named above.
- ii. User will perform an inspection of Equipment before each use and immediately document and report any problems with or damage to the Equipment and direct any questions regarding care or use to one of the Fossett Lab Representatives at the above email addresses.
- iii. User will not allow any Equipment to be used for potentially harmful experiments.
- iv. Borrower takes full responsibility for care and use of the Equipment and will not delegate responsibility for its care or use to anyone other than approved Users above without the permission of the Fossett Lab Representative.

B. Ownership and Handling of Equipment

Title to the Equipment shall remain with the Fossett Lab and WU. The Borrower shall be responsible for the safe packaging, proper import, export, shipping, and receiving of the Equipment.

C. Cost and Invoicing

The Borrower will be invoiced for the use of all equipment, according to the attached **FY'24** Facility Access and Equipment Fee Schedule. Prompt payment by the Borrower is required before future equipment use will be scheduled.

D. Return of Equipment

Equipment shall be returned in as good a condition as when received by the Borrower, except for reasonable wear and tear.

E. Loss and Damage

In the event any Equipment is damaged, stolen, confiscated, or destroyed during the Loan

Period, Borrower will bear the financial responsibility for such damage or loss, regardless of whether such damage or loss was caused by persons other than the Borrower using or possessing the Equipment, with or without permission, during the Loan Period.

F. Export Controls

Any shipment of Equipment or data generated by any User from use of the Equipment to any destination outside of the United States shall be made in full compliance with all applicable export laws and restrictions. Such laws and regulations include without limitation the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (OFAC). In seeking a Loan of the Equipment, Borrower certifies that neither Borrower nor any party to whom Equipment or any such data will be delivered is the subject of a denial order issued by the Bureau of Export Administration of the U.S. Department of Commerce pursuant to Export Administration Regulations (15 C.F.R. 736.2(b)(4)) or is on the list of Specially Designated Nationals, Terrorists and other persons who are subject to the embargoes and sanctions administered by the U.S. Department of Treasury.

G. Compliance with Laws and University Policy

All Users shall comply with all country, federal, state, county, and municipal laws, ordinances, and regulations, if any, applicable to the transportation, use, operation or maintenance of the Equipment. Borrower shall secure all local, state, and country licenses or permits required to use the Equipment, pay all taxes and fees, and comply with all export laws.

- i. Borrower will ensure that any User of the Equipment will review the relevant safety materials, rules and regulations prior to using the Equipment and will follow all rules and directions from the Fossett Lab regarding use of such Equipment.
- ii. It is the Borrower's responsibility to ensure that the Equipment has cleared customs **before** departing the place or country of use and is in transit to the University.
- iii. Use of borrowed small unmanned aerial systems (sUASs) must comply with the Washington University policy "University Use of Unmanned Aircraft Systems (UAS) ("Drones)".
- iv. Within the territory of the United States, the pilot in command (PIC) of any UAS flights must i) hold a FAA Remote Pilot certification, and ii) if applicable, have obtained a recurrent certification within the 24 months prior to the flight.

H. Intellectual Property

All data collected by Borrower using the Equipment ("Data") shall be archived in raw and processed formats on servers controlled by the Fossett Laboratory. Borrower is entitled to access the Data at any time. Data collected by the Borrower using the Equipment shall be the intellectual property of the Borrower, subject to the University's Intellectual Property Policy. For one year following Data collection, the Fossett Laboratory will not use the Data without permission of the Borrower, with the exception of uses related to submitting project reports

related to the use of the Equipment. After one year, the Fossett Laboratory has the right to use the Data for the purposes of i) teaching courses in EEPS or ii) preparing research proposals for geospatial equipment. All posters, presentations, or publications by the Borrower that use Data collected with the Equipment shall make acknowledgements to i) the Fossett Laboratory for Virtual Planetary Exploration and ii) the Department of Earth, Environmental, and Planetary Sciences at Washington University. This agreement neither guarantees nor excludes the possibility of co-authorships or other collaborations for cooperative work between the Borrower and Lender relating to Data collected with this Equipment.